

**AGREEMENT
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF LITHUANIA
AND
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
FOR
COOPERATION IN SCIENCE, TECHNOLOGY AND INNOVATION**

The Government of the Republic of Lithuania and the Government of the United States of America (hereinafter referred to as “the Parties”);

Convinced that international cooperation in science, technology and innovation will strengthen the bonds of friendship and understanding between their peoples and will advance the state of science, technology and innovation to the benefit of both countries;

Recognizing the successful scientific and technological cooperation which developed between the two countries under the Agreement between the Government of the Republic of Lithuania and the Government of the United States of America for Scientific and Technological Cooperation signed at Vilnius, Lithuania on June 22, 2009; and

Desiring to continue dynamic and effective international cooperation among the full array of scientific organizations and individual scientists in the two countries and the Baltic region;

Have *a g r e e d* as follows:

Article 1

1. The Parties shall develop, support and facilitate cooperation in science, technology and innovation between their two countries based on shared responsibilities and equitable contributions and benefits, commensurate with the Parties' respective scientific, technological, and innovation strengths and resources. Such cooperation may cover basic research, applied research, development works and innovation activities.

2. Cooperative activities under this Agreement may be carried out in the form of coordinated programs and joint research projects; joint scientific workshops, conferences and symposia; exchange of scientific and technological information and documentation in the context of cooperative activities; exchange of scientists, specialists, and researchers; exchange or sharing of equipment or materials; exchange of data; and other forms of cooperation in science, technology and innovation as may be agreed.

Article 2

Cooperation in science, technology and innovation pursuant to this Agreement shall be subject to the laws and regulations in force in the Republic of Lithuania and the United States of America and to the availability of personnel and appropriated financial resources.

Article 3

1. The Parties shall encourage and facilitate the development of direct contacts and cooperation between competent governmental authorities, universities, research institutions, private sector companies and other entities of the two countries.

2. Competent government authorities of the two Parties may conclude under this Agreement implementing agreements and other arrangements, as appropriate, in specific areas of science, technology and innovation. These implementing arrangements shall cover, as appropriate, topics of cooperation in science, including medicine and public health, technology and innovation, procedures for transfer of data and technology, and transfer and use of equipment, materials, including human biological specimens, environmental and other samples, and funds, and other relevant issues.

3. The provisions of this Agreement shall not prejudice other existing arrangements for cooperation in science, technology and innovation between competent governmental authorities in the Republic of Lithuania and in the United States of America.

Article 4

1. Each Party shall facilitate, in accordance with its laws and regulations, prompt and efficient entry into and exit from its territory of appropriate personnel and equipment of the other Party, engaged in or used in projects and programs under this Agreement.

2. Each Party shall facilitate, in accordance with its laws and regulations, prompt and efficient access of persons of the other Party participating in cooperative activities under this Agreement to its relevant geographic areas, data, materials, institutions, and individual scientists, specialists and researchers as needed to carry out those activities.

3. Each Party shall follow the laws and regulations in force in the territory of the Parties in relation to customs duties applicable to materials and equipment intended for the implementation of this Agreement.

4. The Parties do not foresee the provision of foreign assistance under this Agreement. If they decide otherwise with respect to a particular activity, the relevant implementing arrangement would need to be consistent with the requirements of the laws of the Republic of Lithuania and the United States of America that regulate activities related to foreign assistance.

Article 5

Provisions for the protection and distribution of intellectual property created or furnished in the course of cooperative activities under this Agreement are set forth in Annex 1. Provisions for security of information and transfer of technology are set forth in Annex 2. Annexes 1 and 2 constitute integral parts of this Agreement.

Article 6

Scientific and technological information of a nonproprietary nature derived from the cooperative activities under this Agreement shall be made available on a full and open basis, unless otherwise agreed in writing in implementing arrangements pursuant to Article 3, to the world scientific community through customary channels and in accordance with Article 5 and the applicable laws and regulations of the Republic of Lithuania and the United States of America.

Article 7

Scientists, technical experts, agencies, and institutions of third countries or international organizations may be invited, upon consent of both Parties, to participate in activities being carried out under this Agreement. The cost of such participation shall be borne by the invited party unless both Parties agree otherwise in writing.

Article 8

1. The Parties agree to consult periodically and at the request of either Party concerning the implementation of the Agreement and the development of their cooperation in science, including public health and medicine, technology and innovation.

2. The Executive Agents responsible for the implementation of the provisions of this Agreement shall be the Ministry of Education and Science of the Republic of Lithuania and the Department of State of the United States of America.

Article 9

In the event that differences arise between the Parties with regard to the interpretation or application of the provisions of this Agreement, the Parties shall resolve them by means of negotiations and consultations.

Article 10

1. This Agreement shall enter into force when the Parties notify each other, through diplomatic channels, of the completion of their respective internal requirements necessary for the entry into force of this Agreement. The date of last notification shall be deemed to be the date of entry into force of this Agreement.

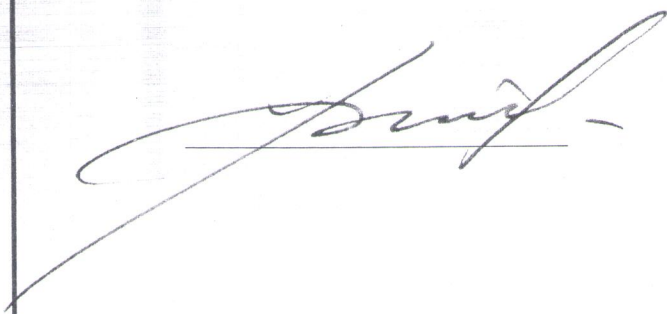
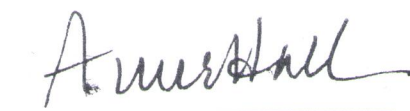
2. The Agreement may be amended by mutual written agreement of the Parties. Any amendment to this Agreement shall enter into force when the Parties notify each other, through diplomatic channels, of the completion of their respective internal requirements necessary for the entry into force of the amendment. The date of last notification shall be deemed to be the date of entry into force of that amendment.

3. This Agreement shall remain in force for ten (10) years and shall be automatically extended thereafter for successive periods of five (5) years unless either Party notifies the other in writing of its intention to terminate this Agreement at least six (6) months before it is due to expire. Unless otherwise agreed by the Parties, the termination of this Agreement shall not affect the completion of any cooperative activity undertaken under this Agreement and not fully completed at the time of the termination of this Agreement.

Done at Vilnius, in duplicate, 25th of June, 2018,
in the Lithuanian and English languages, each text being equally authentic.

**For the Government of
the Republic of Lithuania**

**For the Government of
the United States of America**

A handwritten signature in dark ink, appearing to be "G. Smekalis", written over a horizontal line.A handwritten signature in dark ink, appearing to be "A. Amerstall", written over a horizontal line.

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Annex 1

Intellectual Property Rights

I. General Obligation

1. The Parties shall ensure adequate and effective protection of intellectual property created or furnished under this Agreement and relevant implementing arrangements. Rights to such intellectual property shall be allocated as provided in this Annex.

II. Scope

2. This Annex is applicable to all cooperative activities undertaken pursuant to this Agreement, except as otherwise specifically agreed by the Parties or their designees.

3. For purposes of this Agreement, "intellectual property" shall mean the subject matter listed in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm, July 14, 1967 and may include other subject matter as agreed by the Parties.

4. Each Party shall ensure, through contracts or other legal means with its own participants, if necessary, that the other Party can obtain the rights to intellectual property allocated in accordance with this Annex. This Annex does not otherwise alter or prejudice the allocation between a Party and its participants, which shall be determined by that Party's laws and practices.

5. Except as otherwise provided in this Agreement, disputes concerning intellectual property arising under this Agreement shall be resolved through discussions between the concerned participating institutions, or, if necessary, the Parties or their designees. Upon mutual agreement of the Parties, a dispute shall be submitted to an arbitral tribunal for binding arbitration in accordance with the applicable rules of international law. Unless the Parties or their designees agree otherwise in writing, the arbitration rules of the United Nations Commission on International Trade Law (UNCITRAL) shall govern.

6. Termination or expiration of this Agreement shall not affect rights or obligations under this Annex.

III. Allocation of Rights

7. Each Party shall be entitled to a worldwide, non-exclusive, irrevocable, royalty-free license to translate, reproduce, and publicly distribute monographs, scientific and technical journal articles, reports, and books directly arising from cooperation under this Agreement. All publicly distributed copies of a copyrighted work prepared under this Agreement shall indicate the names of the authors of the work unless an author explicitly declines to be named.

8. Rights to all forms of intellectual property, other than those rights described in paragraph 7 above, shall be allocated as follows:

8.1. Prior to participation in cooperative activities under this Agreement by a visiting researcher, the host Party or its designee and the Party or its designee employing or sponsoring the visiting researcher may discuss and determine the allocation of rights to any intellectual property created by the visiting researcher. Absent such a determination, visiting researchers shall receive rights, awards, bonuses and royalties in accordance with the policies of the host institution. For purposes of this Agreement, a visiting researcher is a researcher visiting an institution of the other Party (host institution) and engaged in work planned solely by the host institution.

8.2. Any intellectual property created by persons employed or sponsored by one Party under cooperative activities other than those covered by Paragraph 8.1. shall be owned by that Party. Intellectual property created by persons employed or sponsored by both Parties shall be jointly owned by the Parties. In addition, each creator shall be entitled to awards, bonuses and royalties in accordance with the policies of the institution employing or sponsoring that creator.

8.3. Unless otherwise agreed in an implementing or other arrangement, each Party shall have within its territory a right to exploit and allow others to exploit intellectual property created in the course of the cooperative activities.

8.4. The rights of a Party outside its territory shall be determined by mutual agreement considering, for example, the relative contributions of the Parties and their participants to the cooperative activities, the degree of commitment in obtaining legal protection and licensing of the intellectual property and such other factors deemed appropriate.

8.5. Notwithstanding paragraphs 8.2. and 8.3. above, if either Party believes that a particular project is likely to lead to or has led to the creation of intellectual property not protected by the laws of the other Party, the Parties shall immediately hold discussions to determine the allocation of rights to the intellectual property. If an agreement cannot be reached within three months of the date of the initiation of the discussions, cooperation on the project in question shall be terminated at the request of either Party. Creators of intellectual

property shall nonetheless be entitled to awards, bonuses and royalties as provided in paragraph 8.2.

8.6. For each invention made under any cooperative activity, the Party employing or sponsoring the inventor(s) shall disclose the invention promptly to the other Party together with any documentation and information necessary to enable the other Party to establish any rights to which it may be entitled. Either Party may ask the other Party in writing to delay publication or public disclosure of such documentation or information for the purpose of protecting its rights in the invention. Unless otherwise agreed in writing, the delay shall not exceed a period of six months from the date of disclosure by the inventing Party to the other Party.

IV. Business Confidential Information

9. In the event that information identified in a timely fashion as business-confidential is furnished or created under this Agreement, each Party and its participants shall protect such information in accordance with applicable laws, regulations, and administrative practices. Information may be identified as "business-confidential" if a person having the information may derive an economic benefit from it or may obtain a competitive advantage over those who do not have it, and the information is not generally known or publicly available from other sources, and the owner has not previously made the information available without imposing in a timely manner an obligation to keep it confidential.

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Annex 2

Security Obligations

I. Protection of Information

Both Parties agree that no information or equipment requiring protection in the interests of national defense or foreign relations of either Party and classified in accordance with applicable national laws and regulations shall be provided under this Agreement. In the event that information or equipment that is known or believed to require such protection is identified in the course of cooperative activities undertaken pursuant to this Agreement, it shall be brought immediately to the attention of the appropriate officials and the Parties shall consult concerning the need for and level of appropriate protection to be accorded such information or equipment.

II. Technology Transfer

The transfer of unclassified export-controlled information and equipment between the Parties under this Agreement shall be in accordance with the relevant laws and regulations of each Party to prevent the unauthorized transfer or retransfer of such information and equipment provided or produced under this Agreement. If either Party deems necessary, detailed provisions for the prevention of unauthorized transfer or retransfer of such information or equipment shall be incorporated into the contracts or implementing arrangements under this Agreement.